

**DEMAND FOR IMMEDIATE RELEASE AND EXPUNCTION OF VOID COVENANT LIEN
NOTICE OF INTENT TO SEEK JUDICIAL RELIEF
CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Date: 2/25/2026

To:

Sky Harbour Homeowners Association, Inc.
2707 Galaxy Street
Granbury, TX 76049

And (copy / separate mailing):

Registered Agent: Peter F. Bagley
2304 W. Interstate 20, Suite 240
Arlington, TX 76017

From:



RE: Demand to Release and Expunge Notice of Assessment Lien — Hood County Clerk Doc. No. 2025-***** (recorded **/**/2025) — **LOT **, BLOCK *, SECTION * OF SKY HARBOUR**, Hood County, Texas (Vol. 157, Pg. 294)

1) Demand Summary

I demand that Sky Harbour Homeowners Association, Inc. (the “Association”) **immediately release and expunge** the **Notice of Assessment Lien** recorded against my homestead property as Hood County Clerk Doc. No. ****-***** (recorded *****, 2025).

This lien is **void** and constitutes an actionable **cloud on title** because the recorded 1970 Declaration the lien relies upon (Doc. No. **1970-00DR502**, per your lien recital) contains a **date-certain termination** and does not provide the continuation/extension authority the Association is implicitly claiming.

2) Your Lien’s Claimed Basis Is the 1970 Declaration — But That Declaration Has a Hard Stop

Your recorded lien states it is filed “pursuant to and in accordance with” the Declaration recorded April 22, 1970 (and “including any amendments or supplements”).

However, the Declaration’s Duration clause states the restrictions and covenants “shall continue and be binding ... **until January 1, 1990.**” That is a **fixed, date-certain termination** written into the instrument you cite as your authority.

A lien recorded in 2025 cannot stand on a covenant regime that terminated by its own terms in 1990 unless you can identify a **specific, valid, and properly recorded continuation instrument** that lawfully continued the Declaration beyond that date.

3) Yes, the 1970 Declaration Mentions a Covenant Lien — But It’s Still Time-Limited and Not Automatically “Evergreen”

I am aware the 1970 Declaration contains language describing a covenant lien concept (e.g., the grantee “does hereby covenant and agree” that “the Association... shall have a lien... to secure the payment of... dues, fees, and charges...”).

That language does not save your 2025 lien for three independent reasons:

(a) Termination controls. Any lien concept in the Declaration is still part of the same covenant regime whose Duration clause ends **January 1, 1990**, absent lawful continuation.

(b) The “money/foreclosure lane” is expressly restricted. The Declaration separates general “right to enforce” language from the collection/foreclosure remedy. Section 10(b) states that **only** “the Association heretofore referred to, its successors or assigns” may sue to collect charges/expenses and enforce foreclosure of any lien “therein granted.”

If the Association claiming lien authority today is not the “Association heretofore referred to” in the recorded instrument, you bear the burden to produce **competent, recorded proof** of lawful succession or assignment to that specific money/foreclosure authority.

(c) Your lien instrument does not identify the required recorded chain. Your lien document relies on boilerplate (“including any amendments or supplements”) but does not cite any specific recorded instrument that (i) continued the Declaration beyond 01/01/1990, or (ii) transferred the Section 10(b) collection/foreclosure authority to the current claimant.

BURDEN-SHIFTING DEMAND FOR RECORDED PROOF (PRODUCE IT OR CONCEDE):

Because the lien claimant is relying on a 1970 Declaration that contains a date-certain termination (**January 1, 1990**) and because the collection/foreclosure “lane” is expressly limited to the “Association heretofore referred to, its successors or assigns,” the burden rests entirely on the Association to produce **competent, recorded evidence** (by Hood County instrument number and recording date) establishing: **(1)** a valid continuation of the Declaration beyond 01/01/1990, and **(2)** a lawful succession/assignment to the specific lien/collection/foreclosure rights invoked. **If you cannot produce both categories of recorded proof, then you have no legal basis to maintain Doc. No.**

******_*****, and your failure to release it within the 10-day deadline will be treated as a knowing, willful cloud on title.**

4) The Duration Clause Authorizes “Release/Change,” Not Extension or Revival Beyond 1990

The Duration clause describes an owner-vote mechanism that, after ten years, allows owners meeting the stated threshold to “release any one or more of the restrictions or conditions” via a written instrument that becomes effective **from the date of recording**.

That mechanism is release/modification language, not “extend/renew/revive” language. Extending a covenant regime beyond a stated termination date is not a “release”; it adds duration and increases the burden on title and requires clear, express extension authority, which is not present in the text.

5) Compliance/Transparency Issue (Management Certificate)

Separately, the Association’s publicly posted/recorded Management Certificate remains the 2023 certificate identifying a prior management company (recorded 11/07/2023, Doc. No. **2023-0014659**). If management has changed, maintaining stale statutory disclosures while recording and maintaining liens underscores the need for immediate corrective action and heightened scrutiny.

DEMAND (10 DAYS)

Within **ten (10) days** of receipt of this notice, the Association must:

1. **Execute and record** an unconditional **Release of Lien / withdrawal / expunction** removing Doc. No. ******_******* from the real property records; and
2. Deliver to me:
 - a **file-stamped copy** of the recorded release, and
 - a written response that **either** (i) confirms the lien has been released **and will not be re-filed, or** (ii) identifies—**by Hood County instrument number, recording date, and recording reference**—each specific recorded document you contend provides:
 - (a) continuation of the 1970 Declaration beyond **January 1, 1990**, and
 - (b) lawful succession/assignment to the collection/foreclosure rights reserved to the “Association heretofore referred to ... its successors or assigns.”

Failure to provide the above instrument citations within the 10-day deadline will be treated as confirmation that no such recorded authority exists.

STAND-DOWN NOTICE TO AGENTS AND COUNSEL

This demand applies equally to any management company, attorney, collection vendor, or agent acting on the Association's behalf. The Association must **immediately instruct** all such parties to **cease** any collection activity, threats, additional lien filings, or foreclosure-related steps based on Doc. No. ****-***** pending release/expunction or production of the recorded proof demanded above.

NOTICE OF CONSEQUENCES

If the lien is not released within ten (10) days **and/or** you fail to produce the demanded recorded instrument citations, I will treat the lien's continued maintenance as **knowing and willful clouding of title** and will pursue appropriate judicial relief, including declaratory relief, quiet title / expunction, injunctive relief prohibiting further lien activity, and recovery of attorney's fees and costs as allowed by law.

ACTUAL NOTICE — WILLFUL MAINTENANCE OF A VOID LIEN: This letter places the Association and its agents on **actual notice** of the Declaration's date-certain termination and the express limitation on who may pursue money/foreclosure remedies. From this point forward, any refusal to promptly release and expunge the lien—without producing the recorded proof demanded above—will be treated as **intentional and in bad faith**, and I will present this letter to the court as evidence of notice, willfulness, and the need for immediate judicial relief.

ANTI-"PAPER OVER" NOTICE: Any attempt after receipt of this notice to "paper over" the defects by recording substitute instruments—rather than identifying the preexisting recorded continuation and successor/assignment chain you contend already exists—will be treated as evidence the lien was filed and maintained **without lawful basis**.

NO WAIVER

Nothing in this letter is consent, an admission of any debt, or a waiver of rights. All rights are expressly reserved.

Govern yourselves accordingly.

Sincerely,



Granbury, TX 76049